



**COURIER/TRANSPORT SERVICE PROVIDER AGREEMENT (“Agreement”)**  
[www.souq.com](http://www.souq.com)

This Agreement is effective as of the Effective Date indicated below between:

**Wing DMCC**, a company incorporated under the laws of DMCC Free Zone in Dubai, United Arab Emirates and having its registered office at Suite 2406, Floor 24, BB2 Tower, Mazaya Business Avenue, JLT, Dubai, UAE (“**Wing**”) and the undersigned “**Courier or Service Provider**” indicated below.

A party is individually referred to as a “**Party**” and collectively as “**Parties.**”

**BACKGROUND**

Wing wishes to procure from the Service Provider certain services for fees as set out in Schedule 1. The terms of Parties’ engagement are set out in the attached Terms and Conditions, which shall include any schedules and written amendments thereto.

SECTION	PROVISION
<b>SERVICE PROVIDER</b>	Entity Name: [ _____ ] Address: [ _____ ] Primary Contact: [ _____ ] Email: [ _____ ] Phone: [ _____ ]
<b>TERM</b>	Commencement Date: [ _____ ], 2016 Initial Term: 1 years from the Effective Date Auto-Renewal Term: 1 year
<b>FEES</b>	SCHEDULE 1
<b>SERVICE DESCRIPTION</b>	SCHEDULE 1
<b>SERVICE PROVIDER BANK DETAILS</b>	

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Wing DMCC**

**SERVICE PROVIDER: [ \_\_\_\_\_ ]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

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## TERMS AND CONDITIONS

This Agreement constitutes a legal agreement between you, an individual or business (“you” or “Courier”) and Wing as applicable.

In this agreement, “we”, “us” “our” and similar first person plural pronouns refers to Wing. We believe that the use of the terms we, us and our, makes this Agreement easier to read and understand. “You” refers to the individual who is reading and accepting this Agreement as a Courier.

We provide lead generation to independent providers of peer-to-peer (“P2P”) Delivery Services using Our Services (as defined below). Our Services enable an authorized delivery provider to seek, receive and fulfill requests for Delivery Services from an authorized Shipper of our mobile, website and desktop Applications.

You acknowledge and agree we are a technology services provider that does not provide Delivery Services.

In order to use Our Services, you must agree to the terms and conditions that are set forth below or any amendments or additions thereto. Upon your execution (electronic or otherwise) of this Agreement, you and WingWing shall be bound by the terms and conditions set forth herein.

### 1. Definitions

- “City Addendum” means an addendum to this Agreement setting forth additional Territory for Delivery Services, as updated by us from time to time.
- “Wing Data” means all data related to the access and use of Our Services hereunder, including all data related to Shippers (including Shippers’ Information), all data related to the provision of Delivery Services via Our Services and the Courier App, and the Courier ID.
- “Courier App” means the mobile application provided by us that enables Couriers to access Our Services for the purpose of seeking, receiving and fulfilling on-demand requests for Delivery Services by Shippers, as may be updated or modified from time to time.
- “Courier ID” means the Shipper name and password key assigned by us to you that enables you to use and access the Courier App.
- “Device” means Your Device through which you will access the Courier App and Our Services. Typically, this will be your smartphone. It must have the features set forth at the following website: <http://www.wing.ae>.
- “Delivery Price” or “Price” means a Delivery Services price agreed between you and us as set forth in Schedule 1 of this Agreement.
- “Delivery Services” means your provision of Delivery Services to Shippers via Our Service in the Territory using the Vehicle.
- “Our Services or Services” mean our on-demand lead generation and related services licensed by us that enable delivery service providers to seek, receive and fulfill on-demand requests for delivery services by Shippers seeking such services. Our Services include our software, websites, payment services, and related support services systems, as may be updated or modified from time to time.
- “Package” means the item to be taken from one location to another as arranged through Our Services and delivered using your Delivery Services.
- “Service Fee” has the meaning set forth in Section 6.4.
- “Shipper’s Information” means information about a Shipper made available to you in connection with such Shipper’s request for and use of Delivery Services, which may include the Shipper’s name, pick-up location, contact information and photo.
- “Territory” means the city in which you are enabled by the Courier App to provide Delivery Services.

- “Tolls” means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by Our Service based on available information.
- “Vehicle” means your vehicle that: (a) meets the then-current Wing requirements for a vehicle the Our Services; and (b) we authorize for your use for the purpose of providing Delivery Services. A Vehicle includes a car, truck, motorcycle or scooter.
- “Your Device” means a mobile device (typically a smart phone) owned or controlled by you: (a) that meets the requirement to properly use the service and (b) on which the Courier App has been installed as authorized by Wing solely for the purpose of providing Delivery Services.

## 2. Use of Our Services

- 2.2 Courier IDs. We will assign you a Courier ID to enable you to access and use the Courier App. You will maintain your Courier ID in confidence and not share your Courier ID with any third party. You will immediately notify us of any actual or suspected breach or improper use or disclosure of your Courier ID or the Courier App.
- 2.3 Provision of Delivery Services. When the Courier App is active, Shipper’s request for Delivery Services may appear to you via the Courier App if you are available and in the general vicinity of the Shipper. You will be provided with the pickup and drop off location for the Delivery Service as well as any time constraints for the delivery. If you accept a Shipper’s request for Delivery Services, then our System will provide you with certain Shipper Information via the Courier App, including the exact pickup location and destination. Once you have accepted a Shipper’s request for Delivery Services, our application may provide certain information about you to the Shipper, including your first name, contact information, photo and location, and your Vehicle’s make and license plate number if applicable. You agree not to contact any Shippers for any reason except for the purposes of fulfilling Delivery Services. As between us and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Delivery Services; and (b) you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform the Delivery Services.
- 2.4 Your Relationship with Shippers. You agree that your provision of Delivery Services to Shippers creates a direct business relationship between you and the Shipper. We are not responsible or liable for the actions or inactions of a Shipper in relation to your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Shippers or third parties that arise from your provision of Delivery Services. You are solely responsible for taking such precautions as may be reasonable and proper (including if you are using a motorized vehicle in performing the Delivery Services maintaining adequate automobile insurance that meets the requirements of all applicable laws as well as any minimum requirements we proscribe to you, (See Section 3.1) which covers you for any acts or omissions of a Shipper or third party. You agree that we may release your contact and insurance information to a Shipper upon such Shipper’s reasonable request. You further agree that you will not contact any Shipper for any reason other than updating Shipper on the progress of the pickup or delivery. Contacting Shipper for soliciting business or other matters not related to Delivery Services will be considered as a breach of this Agreement and may lead to immediate termination of Agreement.
- 2.5 Your Relationship with Wing. You agree that our providing you with the Courier App and the Services creates a direct business relationship between us and you. We do not direct or control how you perform your Delivery Services. We do not train or direct you on how to operate or maintain your vehicle except that we require that you operate and maintain your Vehicle properly and in accordance with all laws and insurance requirements. You retain the sole right to determine when and for how long you will utilize the Courier App or the Services. You retain the option, via the Courier App, to accept or to decline or ignore a Shipper’s request for Delivery Services. With the exception of any signage required by local law or permit/license requirements, we will not require you to: (a) display our logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying our colors or logos. You agree that you have complete discretion to provide services or otherwise in other business or employment activities, and as long as it does not interfere with your delivery of the Shippers’ package and you may engage in other

commercial or non-commercial activities as long as you meet the delivery requirements that you have agreed with the Shipper. For clarity, you reserve the right to ; (i) use other delivery software applications; and (ii) engage in any other commercial or business activities. We reserve the right to, at any time at our sole discretion, deactivate or otherwise restrict you from accessing or using the Courier App or Delivery Services in the event of a violation of this Agreement.

3. **Ratings.** Good Faith. After receiving Delivery Services, a Shipper will be requested by our mobile application to provide a rating for your Delivery Services and, optionally, to provide comments or feedback about you and such Delivery Services; and after providing Delivery Services, you will be prompted by the Courier App to provide a rating of the Shipper and, optionally, to provide comments or feedback about the Shipper. You are expected to provide ratings and and feedback in a good faith.
- 3.2 **Minimum Rating.** In order to receive an access to the Courier App and Our Services, you must maintain an average rating that exceeds the minimum average acceptable rating established by us for your Territory which is updated from time to time by us in our sole discretion (“Minimum Average Rating”). If your average rating falls below the Minimum Average Rating, we will notify you and may provide you a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed, we reserve the right to immediately deactivate your access to the Courier App and Services. Additionally, you acknowledge that your repeated failure to accept Shipper requests for Delivery Services while you are logged in to the Courier App creates a negative experience for Shippers. If you do not wish to accept Shipper requests for Delivery Services for a period of time, you will log off of the Courier App.
- 3.3 **Sharing Ratings.** We may share and display your ratings including any comments in our application. We may edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual’s name or other personal information, or violate any privacy laws, other applicable laws, or our policies. We are not responsible for any unfair ratings of your services by Shippers.

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4. **Devices.** Limited License. You are responsible for the acquisition, cost and maintenance of Your Devices as well as any necessary wireless data plan; and we shall make available the Courier App for installation on Your Device. We grant you a personal, non-exclusive, non-transferable license to install and use the Courier App on Your Device solely for the purpose of providing Delivery Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Courier App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you are obliged to remove it from the Device if you cease to provide Delivery Services. You are responsible to obtain and pay, at your own expense, data plan for Your Device required for the use of Courier App
- 4.2 **Location Based Services.** You acknowledge and agree that your geo-location information must be provided to us via Your Device in order to provide Delivery Services. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by us when you are logged into the Courier App and available to receive requests for Delivery Services or when you are providing Delivery Services; and (b) the location of your Vehicle will be displayed to the Shipper before and during the provision of Delivery Services. In addition, we may monitor, track and share your geo-location information obtained by the Courier App and from Your Device for technical, marketing and commercial purposes, including to provide and improve our products and services.

## 5. You and Your Vehicle

- 5.1 **Requirements.** You and any of your employees engaged in Delivery Services must have no criminal record whatsoever. You specifically agree that we are authorized to conduct any required checks by law (e.g. a credit check, a criminal background check, etc.) for the purpose of confirming that you have no criminal record. You agree that at all times, your employees engaged in Delivery Services shall:

- a) hold and maintain a valid driver's license with the appropriate level of certification to operate your Vehicle;
  - b) possess the appropriate and current level of training, expertise and experience to provide Delivery Services in a professional manner with due skill, care and diligence; and
  - c) maintain high standards of professionalism, service and courtesy.
- 5.2 You agree that we may check background and driving record of your employees from time to time in order to ensure that you meet all of our eligibility requirements to use the Courier App and engage in Delivery Services. We may at any time deactivate or otherwise restrict you from accessing or using the Courier App and Our Services if you fail to meet any requirements set forth in this Agreement.
- 5.3 Additional Requirements for Vehicle drivers: If You will use a motorized Vehicle to engage in Delivery Services you must also meet the requirements set forth on at the following link: <http://www.wing.ae>
- 5.4 Vehicle Requirements. You agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the Delivery Services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 5.5 Documentation. To ensure your compliance with all requirements in Sections 5.1 and 5.2 above, it is your responsibility to maintain proper licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Delivery Services. Thereafter, you must maintain that all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. We shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement.

## **6. Financial Terms**

- 6.1 Delivery Price calculation and your payment. The Delivery Price is detailed in Schedule 1 (Services and Fee Description) of this Agreement. . You will compete with other couriers on the price and through your rating by reliability in providing services to Shippers on a case by case basis, after considering the location of pickup and drop-off, the size of the package, and the time constraints during which the Delivery Service needs to occur all of which will be provided to you by the Shipper on the Courier App.. Delivery Price agreed under this Agreement shall be inclusive of all applicable fees, taxes and expenses, including the time and effort necessary to complete the Delivery. You appoint us as your limited payment collection agent solely for the purpose of accepting the Price via the payment processing functionality facilitated by the Our Services and agree that payment made by Shipper to us shall be considered the same as payment made directly by Shipper to you. We will remit to you the Delivery Price on at least a monthly basis less the applicable Service Fee depending on the region, taxes and ancillary fees.
- 6.2 Delivery Price adjustment. Before remittance of Delivery Price to you, we reserve the right to adjust the Delivery Price for a particular Delivery Services if:
- a) delivery does not meet the time constraints requested by the Shipper;
  - b) there is a technical error in the Services;
  - c) either you or the Shipper cancels the fare;
  - d) Shipper claims that a package is damaged during shipping.
- Our decisions to reduce or cancel the Price in any such manner shall be exercised in a reasonable manner.
- 6.3 Payment Terms. We will remit to you any payment we actually receive from a Shipper through our payment system within one calendar month from the date of Package delivery. Payment will be made via Bank transfer or such other means as agreed between the Parties. If case if Package is damaged, delayed or there is any other dispute between you and the Shipper, our customer service team will make a reasonable effort to to resolve the dispute. We may withhold Delivery Price until pending dispute is resolved with the Shipper. Cash on Delivery method will be settled as per the terms and conditions set forth in Schedule 1 of this Agreement.

- 6.4 **Service Fee.** You agree to pay us a service fee on a per-Delivery Services transaction basis calculated between 5-25% as per the Schedule 1 of this Agreement. If your Territory requires taxes to be imputed in the Price, we shall calculate the Service Fee based on of such taxes. We reserve the right to change the Service Fee at any time in our discretion based upon local market factors, and we will provide you a written notice in the event of such change. Continued use of the Our Services after any such change in the Service Fee shall constitute your consent to such change.
- 6.5 **Cancellation.** You agree that Shippers may elect to cancel requests for Delivery Services that have been accepted by you via the Courier App at any time prior to your arrival. There are no cancellation charges for either side.
- 6.6 **Receipts.** As part of the Our Services, we provide a receipts to Shippers for Delivery Services rendered. Upon your completion of Delivery Services, we prepare an applicable receipt and issue such receipt to the Shipper via email on your behalf. Such receipts are also provided to you via email or online portal. Receipts include the breakdown of amounts charged to the Shipper for Delivery Services and may include specific information about you, including your name, contact information and photo and the pickup and drop-off destinations. Any corrections to a Shipper's receipt for Delivery Services must be submitted to us in writing within three (3) business days after the completion of such Delivery Services. In case of absence of such notice, we will not be liable for any mistakes in or corrections to the receipt or any other additional costs.
- 6.7 **No Additional Amounts.** We may seek to attract new Shippers or Couriers and increase existing Shippers' use of our mobile Application. Such advertising or marketing does not entitle you to any additional monetary rewards beyond the amounts expressly set forth in this Agreement.
- 6.8 **Taxes.** Any existing or future taxes or fees imposed, levied or otherwise charged by any governmental entity with respect to Delivery Services provided under this Agreement (Taxes) shall be the sole responsibility of the Courier.

## **7. Proprietary Rights, License**

- 7.1 **License Grant.** Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, non-sub-licensable, non-assignable license, during the term of this Agreement, to use Our Services (including the Courier App on a Device) solely for the purpose of providing Delivery Services to Shippers. All rights not expressly granted to you are reserved by us.
- 7.2 **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services or Courier App; (b) modify or make derivative works based upon the Services or Courier App; (c) improperly use the Services or Courier App, including creating Internet "links" to any part of the Services or Courier App, "framing" or "mirroring" any part of the Services or Courier App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Services or Courier App; (d) reverse engineer, decompile, modify, or disassemble the Services or Courier App, except as allowed under applicable law; or (e) send spam. In addition, you shall not, and shall not allow any other party to, access or use the Services or Courier App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services; or (iv) attempt to gain unauthorized access to Our Service or its related systems or networks.
- 7.3 **Ownership.** The Services, Courier App and Wing Data, including all intellectual property rights therein, shall remain our property. Neither this Agreement nor your use of Our Services, Courier App or Wing Data conveys or grants to you any rights: (a) in or related to the Our Services, Courier App or Wing Data, except for the limited license granted above; or (b) to use or reference in any manner our service names, trademarks, services marks or other indicia of ownership.

## **8. Confidentiality**

- 8.1 Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes Wing Data, Courier IDs, Shipper Information, and the transaction volume, marketing and business plans, business, financial, technical, and operational and such other non-public information of each party that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 8.2 Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except as required by law or any court of competent jurisdiction; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Wing, its internal record-keeping requirements). Confidential Information may be disclosed to the extent required by law or any regulator, but in those circumstances receiving party will give the disclosing party prompt written notice of the disclosure, where practicable before it occurs, so that the disclosing party may have an opportunity to prevent the disclosure through appropriate legal means.
- 8.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

## **9. Privacy**

- 9.1 Disclosure of your Information. We reserve the right to disclose any of information about you or any Delivery Services provided by you to Shipper, an insurance company and/or relevant authorities and/or regulatory agencies if: (a) there is a complaint, dispute or conflict, including an accident, between you and a Shipper; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in our discretion, by applicable law or regulatory requirements; or (d) it is necessary, in our discretion to protect the safety, rights, property or security of us or a third party or the public.
- 9.2 We may collect your personal data during the course of your use of Our Services and such information may be stored, processed, and accessed by us for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with our legitimate business needs. You expressly consent to such use of personal data.

## **10. Insurance**

- 10.1 You are solely responsible to maintain during the term of this Agreement adequate automobile liability insurance on your Vehicles that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private vehicle on the public roads within the Territory. You agree to provide us with a copy of the insurance policy required in this Section 10.1 upon request. Furthermore, you must provide us with written notice of cancellation of any insurance policy required by us.
- 10.2 You agree to maintain commercial liability, employer's liability and workers' compensation insurance as required by applicable laws. . You specifically agree that you are not an employee of ours and you are not working at our direction and that we are not responsible for any injury sustained by you while conducting Delivery Services or using Our Services.

## **11. Representations and Warranties; Disclaimers**

- 11.1 You warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with your obligations under this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, insurance, registrations and other governmental authorizations necessary to provide Delivery Services pursuant to this Agreement.
- 11.2 Disclaimer of Warranties. WE PROVIDE OUR SERVICES AND THE COURIER APP ON AN "AS IS" AND "AS AVAILABLE". WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE SERVICES OR THE COURIER APP (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR DELIVERY SERVICES. WE FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE SHIPPERS WHO MAY REQUEST OR RECEIVE DELIVERY SERVICES FROM YOU, AND WE DO NOT SCREEN OR OTHERWISE EVALUATE SHIPPERS. BY USING OUR SERVICES AND COURIER APP, YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE OUR SERVICES OR COURIER APP. NOTWITHSTANDING OUR APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM SHIPPERS ON YOUR BEHALF AS SET FORTH IN THIS AGREEMENT, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY SHIPPER OR ANY THIRD PARTY.
- 11.3 No Service Guarantee. WE DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF OUR SERVICES OR COURIER APP. OUR SERVICES OR COURIER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHERMORE, OUR SERVICES OR COURIER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **12. Indemnification.**

- 12.1 You shall indemnify, defend and hold us harmless and our respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Shippers, regulators and governmental authorities) directly or indirectly related to your provision of Delivery Services or use of the Services.

## **13. Limits of Liability.**

- 13.1 WE SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR WING'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO THIS AGREEMENT, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO. IN NO EVENT SHALL OUR LIABILITY EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO WING HEREUNDER IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

## **14. Term and Termination**

- 14.1 Term. This Agreement shall commence on the date of execution of this Agreement and shall continue until terminated as set forth herein.
- 14.2 Termination. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, we may terminate this Agreement or deactivate your Courier ID immediately without notice in the event you no longer qualify, under applicable law or the standards and policies of ours, to provide Delivery Services or to operate the Vehicle, or as otherwise set forth in this Agreement.
- 14.3 Effect of Termination. Upon termination of the Agreement, you shall immediately delete and fully remove the Courier App from any of Your Devices. The provisions of clauses 7 (Property Rights, License), 8 (Confidentiality), 9 (Privacy), 10 (Insurance), 11 (Representations and Warranties, Disclaimers), 12 (Indemnification) and any other provision of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect notwithstanding any such termination..

## 15. Relationship of the Parties

- 15.1 Except as otherwise expressly provided herein with respect to Wing acting as the limited payment collection agent solely for the purpose of collecting payment from Shippers on your behalf, and you acting as the limited payment collection agent in solely for the purpose of collecting payment from Shippers on our behalf (Cash on Delivery) the relationship between the Parties under this Agreement is solely that of independent. The Parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Wing and you; and (b) no joint venture, partnership, or agency relationship exists between Wing and you.
- 15.2 You have no authority to bind Wing or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Wing or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Wing, you undertake and agree to indemnify, defend (at Wing's option) and hold Wing and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

16 **Miscellaneous Terms** Dispute Resolution. Parties agree to do their utmost to settle amicably any dispute or difference between the Parties arising out of or relating to this Agreement, including the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, by conference and negotiations. In order to resolve any disagreement or difference of opinion arising out of this Agreement, Parties agree to promptly escalate the matter to their executive management.

- 16.2 Modification. We reserve the right to modify the terms and conditions of this Agreement by publishing an updated version of this Agreement on the portal available to you on the Services. You will receive a notification via email. We reserve the right to modify any information referenced at hyperlinks from this Agreement from time to time. You agree that, by using the Our Services, or downloading, installing or using the Courier App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein. Continued use of the Our Services or our Courier App after any such changes shall constitute your consent to such changes.
- 16.3 Supplemental Terms. Supplemental terms may apply to your use of Our Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Supplemental Terms"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 16.4 Severability. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. If the parties replace the invalid or non-binding provisions with

provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

- 16.5 Assignment. You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of Wing; provided that Wing may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; (b) to an acquirer of all or substantially all of Wing's business, equity or assets or (c) any other party as the Wing deems appropriate.
- 16.6 Entire Agreement. This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject
- 16.7 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 16.8 Notices. Any notice delivered by Wing to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on Our Service. Any notice delivered by you to Wing under this Agreement will be delivered by contacting Wing at [www.wing.ae](http://www.wing.ae) the "Contact Us" section. You are expected to maintain a current email address and check it regularly.

**16. Governing Law**

- 17.1 The interpretation of this Agreement shall be governed by UAE law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Dubai, UAE.

Agreed on \_\_\_\_\_ Date

Signed on behalf of

**WING DMCC**

\_\_\_\_\_ Name

\_\_\_\_\_ Position

\_\_\_\_\_ Signature & Stamp

Signed on behalf of

**Service Provider**

\_\_\_\_\_ Name

\_\_\_\_\_ Position

\_\_\_\_\_ Signature & Stamp



**SCHEDULE 1 – Services and Fee Description**

The Parties may conduct mutual discussions on a monthly basis to review and agree the below delivery rates. Invoicing and payment shall be submitted and made based on the following agreed models:

1. UAE Next Day Domestic Delivery Rate of 11 Dirhams per Package for up to 5kg. Anything above 5kg will be charged at a rate of 1 Dirhams per KG.
2. Where applicable The Same Day, Hourly, or Dedicated Model as per below fee structure (delivery across UAE and for the shipments of up to 10kg from different hubs within a certain range up to 50 km):

Type of Vehicle	Metered Service	Up to 3 Hr AED	Up to 4 Hr AED	The Same Day/24 Hour Rates AED	Dedicated (If Applicable) AED	Hourly (If Applicable) AED
Motorbike Size	As per app	16-45	14-35	9-19	5,500	Starting from 20
Car Size (Sedan)	As per app	20-60	16-45	9-22	7,000	Starting from 38
Van Size	As per app	35-75	20-55	9-25	8,250	Starting from 42

*Above hourly and dedicated rates include fuel and Salik charges where appropriate.*

3. Variable Rate Model for End to End deliveries (not a typical milk run/next day deliveries). If your/your drivers agree to provide Delivery Services and accept Shipper’s order status using Courier App then Delivery Price rate set forth in section 2 above and paid by Shipper shall be split as per the following structure:

Delivery Price range paid by Shipper	Service Provider	Driver	Wing
Up to 12 dirhams	90%	5%	5%
From 13 up to 15 dirhams	70%	15%	15%
From 16 up to 25 dirhams	65%	15%	20%
From 26 dirhams and above	60%	15%	25%

**Cash on Delivery (COD) settlement terms with Wing:**

- The COD settlement are remitted on a weekly basis to Wing for next day delivery service, and daily for the the same day service. There should be no fees for additional COD service.
- Total COD amount is paid in the form of cash or bank transfer at the end of each day/week.